

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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E.D. and F.D., individually and on behalf of the child,
L.D.,

Plaintiffs,

– against –

New York City Department of Education,

Defendant.

**STIPULATION OF
SETTLEMENT AND
DISMISSAL WITH
PREJUDICE
PURSUANT TO RULE
41(a)(1)(A)(ii)**

23-cv-8803 (PAE)(JW)

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WHEREAS Plaintiffs, E.D. and F.D., (“Plaintiffs”), individually and on behalf of the minor child, L.D., commenced an administrative proceeding pursuant to the Individuals With Disabilities Education Act, 20 U.S.C. § 1400 *et seq.*, concerning L.D.’s 2022-23 school year, which was designated Impartial Hearing (“IH”) Case No. 244806;

WHEREAS after a hearing on the merits, an IH Officer issued a decision on July 25, 2023 regarding IH Case No. 244806;

WHEREAS on October 6, 2023, Plaintiffs commenced this action against Defendant New York City Department of Education (“Defendant”) seeking attorneys’ fees incurred in the administrative action and this federal action;

WHEREAS Defendant denies any and all liability arising out of Plaintiffs’ allegations in this action; and

WHEREAS Plaintiffs and Defendant (collectively, the “Parties”) now desire to resolve the issues of attorneys’ fees and related costs and expenses arising out of IH Case No. 244806 and this federal action without further proceedings, on terms and conditions that are just and fair to the Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, through the undersigned, as follows:

1. In consideration of payment of the sum set forth in paragraph “2” below, this action is hereby dismissed with prejudice pursuant to Rule 41(a)(1)(A)(ii), without fees, costs, or expenses in excess of the amount specified in paragraph “2”.

2. The City of New York shall pay **NINETEEN THOUSAND DOLLARS AND ZERO CENTS (\$19,000.00)** in full satisfaction of all claims for attorneys’ fees, costs, and expenses, incurred or accrued in connection with school year 2022-23, including IH Case No. 244806 and the instant federal action.

3. Payment of the amount specified in paragraph “2” will be made by check payable to “Adam Dayan, Esq.,” and mailed to Plaintiffs’ attorneys, Law Offices of Adam Dayan, PLLC, c/o Adam Dayan, Esq.

4. In consideration of the payment of the amount specified in paragraph “2,” Plaintiffs and Law Offices of Adam Dayan, PLLC, agree to the dismissal of all claims against Defendant, and to hereby release and discharge Defendant and the City of New York, and their successors and assigns, and all past and present officials, employees, departments, agencies, representatives, directors, and agents of the City of New York and Defendant from any and all liability, claims, and/or rights of action arising from or relating to any claims that Plaintiffs or Law Offices of Adam Dayan, PLLC, may have for costs, expenses, and/or attorneys’ fees incurred or accrued in connection with school year 2022-23, including IH Case No. 244806 and the instant federal action.

5. Upon execution of this Stipulation and Order, Plaintiffs and Law Offices of Adam Dayan, PLLC, shall each execute separate Releases based upon the terms of paragraphs “2”

through “4” above, Law Offices of Adam Dayan, PLLC, shall complete a substitute W-9 form, and Law Offices of Adam Dayan, PLLC, shall promptly provide these Releases and the substitute W-9 form to Defendant’s undersigned counsel.

6. Payment of the amount specified in paragraph “2” is conditioned upon delivery of all documents reasonably necessary to effectuate this Stipulation and Order as described in paragraph “5”.

7. Nothing contained herein shall be deemed to be an admission by Defendant that it has in any manner or way violated either Plaintiffs’ rights or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, or Defendant, or any other rule, regulation, or bylaw of any department or subdivision of the City of New York or Defendant.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or Defendant.

9. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as may be necessary to enforce its terms.

10. This Stipulation and Order contains all of the terms and conditions agreed upon by the Parties, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation and Order, regarding the subject matter of the instant proceeding shall be deemed to exist, to bind the Parties hereto, or to vary the terms and conditions contained herein.

11. Nothing contained herein shall be deemed to be an agreement or admission by Defendant or the City of New York as to the reasonableness of the number of hours billed or

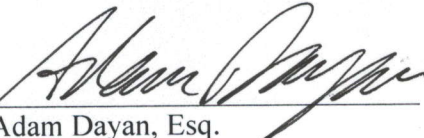
the hourly rates claimed by Plaintiffs' counsel.

12. The Stipulation and Order is final and binding on all Parties, as well as their successors and assigns.

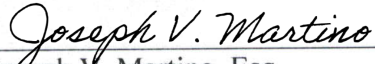
13. This document may be executed in subparts, and, whether or not it is executed in subparts, a signature received by facsimile or electronic mail shall have the same force and effect as an original signature.

Dated: New York, New York
Jan. 31, 2024

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